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10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 (SAN FRANCISCO DIVISION)

E-filing

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CRB

13 MARGO KING, as Personal Representative
14 of
15 MILDRED ANTONOGLOU,

16 Plaintiff,

17 vs.

18 PFIZER INC.

19 Defendant.

CV 08

1034

COMPLAINT

JURY TRIAL DEMANDED

BY FAX

22
23 Plaintiff, MILDRED ANTONOGLOU, by her attorneys, AUDET & PARTNERS, upon
24 information and belief, at all times hereinafter mentioned, alleges as follows:

25 **JURISDICTION AND VENUE**

26 1. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, in that
27 the amount in controversy exceeds \$75,000, and Plaintiff is a citizen of a State which is different
28 from the State where Defendant is incorporated and has its principal place of business.

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims herein occurred in this District, and Defendant has at all relevant times been doing business in this district and throughout California.

THE PARTIES

Plaintiff

3. Plaintiff, Mildred Antonoglou, is currently a citizen of DeLand, Florida. On or about November 25, 2005, Mildred Antonoglou suffered a cerebrovascular accident, developed left-sided paralysis and was subsequently admitted to a permanent nursing case facility for her stroke-related injuries as a result of ingesting Defendant's defective product, the pharmaceutical drug Bextra.

Defendant

4. At all times herein mentioned, Defendant Pfizer, Inc. (hereinafter "Defendant") was and is a corporation existing under the laws of incorporation of the State of Delaware, with its principal place of business in New York, doing business in the State of California. At all times herein mentioned, Defendant designed, manufactured, tested, analyzed, distributed, recommended, merchandised, advertised, promoted, supplied and sold a certain pharmaceutical drug herein referred to as Bextra.

FACTUAL ALLEGATIONS

5. Bextra is the brand name of valdecoxib, a COX-2 inhibitor, which purportedly reduces inflammation and pain associated with osteoarthritis, rheumatoid arthritis and primary dysmenorrhea.

6. Bextra was approved by the Food and Drug Administration (hereinafter referred to as "the FDA") in November 2001 for treatment of osteoarthritis, rheumatoid arthritis and primary dysmenorrhea.

7. The cardiac problems associated with COX-2 inhibitors, such as Bextra, have been documented since at least 2000. For example, a study published in the August 29, 2000 edition of Proceedings of the National Academy of Science entitled Cyclooxygenase-2 Mediates the Cardioprotective Effects of the Late Phase of Ischemic Preconditioning in Conscious Rabbits,

1 by Dr. Ken Shinmura et al., determined that COX-2 inhibitors blocked cardioprotective enzymes
2 and thus increased the risk of heart attacks and strokes. These findings were further supported by
3 an article that appeared in the August 14, 2001 issue of Circulation entitled Selective
4 Cyclooxygenase-2 Inhibition on Vascular Response and Thrombosis in Canine Coronary
5 Arteries, by Dr. James K. Hennen et al., concluding that there were significant "concerns
6 regarding an increased risk of adverse vascular events in patients receiving COX-2 inhibitors."
7 A third study, entitled Risk of Cardiovascular Events Associated with Selective COX-2
8 Inhibitors, by Dr. Debabrata Mukherjee et al., published in the August 22/29, 2001 edition of the
9 Journal of the American Medical Association, also found that the "[c]urrent data would suggest
10 that the use of selective COX-2 inhibitors might lead to increased cardiovascular events."

11 8. Despite having clinical data in its possession, including but not limited to the
12 studies identified above, indicating that the ingestion of Bextra represented an increases risk of
13 cardiovascular injury, Defendant represented to consumers, their physicians, and Mildred
14 Antonoglou that Bextra was safe and effective.

15 9. Defendant sold Bextra by misleading users about the product and by failing to
16 adequately warn the users of the potential serious dangers which Defendant knew or should have
17 known might result from consuming its product. Defendant widely and successfully marketed
18 Bextra throughout the United States by, among other things, conducting promotional campaigns
19 which misrepresented the efficacy of Bextra in order to induce widespread use and consumption.
20 Defendant made misrepresentations by means of media advertisements, and statements contained
21 in the literature provided to Mildred Antonoglou's prescribing physician.

22 10. On October 15, 2004, Defendant announced its own studies that demonstrated that
23 the occurrence of strokes and heart attacks among Bextra users was more than double that of
24 individuals given placebo.

25 11. On April 7, 2005, the FDA ordered Defendant to recall Bextra due to the
26 significant cardiovascular risks.

27 12. As a result of ingesting the products manufactured, supplied, and/or sold by
28 Defendant, on or about November 25, 2005, Mildred Antonoglou suffered a cerebrovascular

1 accident, developed left-sided paralysis and was subsequently admitted to a permanent nursing
2 case facility for her stroke-related injuries. As a result of the dangerously defective nature of
3 Defendant's product Bextra at the time of manufacture and distribution, Mildred Antonoglou, by
4 using Bextra, sustained the injuries and damages as herein alleged.

5 13. As a direct and proximate result of Defendant's negligence as further described
6 herein, Mildred Antonoglou suffered a cerebrovascular accident, developed left-sided paralysis
7 and was subsequently admitted to a permanent nursing case facility for her stroke-related
8 injuries.

9 14. Had Mildred Antonoglou known the risks and dangers associated with
10 Defendant's product Bextra, or had Defendant disclosed such information to Mildred Antonoglou
11 and her physicians, Mildred Antonoglou would not have taken Defendant's product Bextra and
12 would not have suffered the above-referenced Bextra-related injuries.

13 **FIRST CAUSE OF ACTION**

14 **[Strict Product Liability]**

15 **[Failure to Warn]**

16 15. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
17 herein and further alleges as follows:

18 16. Defendant is a manufacturer and/or supplier of the pharmaceutical drug Bextra.

19 17. The pharmaceutical drug Bextra manufactured and/or supplied by Defendant was
20 unaccompanied by proper warnings regarding all possible adverse side effects and/or the
21 comparative severity and duration of such adverse effects; the warnings given did not accurately
22 reflect the symptoms, scope of severity of the side effects.

23 18. Defendant failed to perform adequate testing in that adequate testing would have
24 shown that the pharmaceutical drug Bextra possessed serious potential side effects with respect
25 to which full and proper warnings accurately and fully reflecting symptoms, scope and severity
26 should have been made.

27 19. The pharmaceutical drug Bextra manufactured and/or supplied by Defendant was
28 defective due to inadequate post-marketing warning or instruction because, after the

1 manufacturer knew or should have known of the risk of injury from Bextra, it failed to provide
2 adequate warnings to users or consumers of the product and continued to aggressively promote
3 the product.

4 20. As the proximate cause and legal result of the defective condition of Bextra as
5 manufactured and/or supplied by Defendant, and as a direct and legal result of the negligence,
6 carelessness, other wrongdoing and action(s) of Defendant described here:

- 7 a. Plaintiff, Mildred Antonoglou, was irreversibly injured; and
8 b. Plaintiff has sustained economic loss, the exact amount of which is
9 presently unknown.

10 **SECOND CAUSE OF ACTION**

11 **[Strict Product Liability]**

12 **[Pursuant to Restatement Second of Torts § 402A (1965)]**

13 21. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
14 herein and further alleges as follows:

15 22. Defendant is a manufacturer and/or supplier of the pharmaceutical drug Bextra.

16 23. The pharmaceutical drug Bextra manufactured and/or supplied by Defendant was
17 defective in design or formulation in that, when it left the hands of the manufacturer and/or
18 suppliers, the foreseeable risks exceeded the benefits associated with the design or formulation.

19 24. Alternatively, the pharmaceutical drug Bextra manufactured and/or supplied by
20 Defendant was defective in design or formulation, in that, when it left the hands of the
21 manufacturer and/or suppliers, it was unreasonably dangerous, it was more dangerous than an
22 ordinary consumer would expect and more dangerous than other forms of pain relief treatment.

23 25. The pharmaceutical drug Bextra manufactured and/or supplied by Defendant was
24 defective due to inadequate warning or instruction because the manufacturer knew or should
25 have known that the product created a risk of harm to consumers and the Defendant failed to
26 adequately warn of said risks.

27 26. The pharmaceutical drug Bextra manufactured and/or supplied by Defendant was
28 defective due to inadequate warning and/or inadequate testing.

1 27. The pharmaceutical drug Bextra manufactured and/or supplied by Defendant was
2 defective due to post-marketing warning or instruction because, after the manufacturer knew or
3 should have known of the risk of injury from Bextra, it failed to provide adequate warning to
4 users or consumers of the product and continued to promote the product.

5 28. As the producing cause and legal result of the defective condition of the
6 pharmaceutical drug Bextra as manufactured and/or supplied by Defendant, and as a direct and
7 legal result of the negligence, carelessness, other wrongdoing and action(s) of Defendant
8 described herein:

- 9 a. Plaintiff, Mildred Antonoglou, was injured; and
10 b. Plaintiff has sustained economic loss, the exact amount of which is
11 presently unknown.

12 **THIRD CAUSE OF ACTION**

13 **[Negligence]**

14 29. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
15 herein and further alleges as follows:

16 30. Defendant had a duty to exercise reasonable care in the manufacture, sale and/or
17 distribution of the pharmaceutical drug Bextra into the stream of commerce, including a duty to
18 assure that the product did not cause users to suffer from unreasonable, dangerous side effects.
19 Defendant failed to exercise ordinary care in the manufacture, sale, testing, quality assurance,
20 quality control, and/or distribution of the pharmaceutical drug Bextra into interstate commerce in
21 that Defendant knew or should have known that the product Bextra created a high risk of
22 unreasonable, dangerous side effects.

23 31. Defendant was negligent in the designing, manufacture, testing, advertising,
24 warning, marketing and sale of the pharmaceutical drug Bextra.

25 32. Despite the fact that Defendant knew or should have known that the
26 pharmaceutical drug Bextra caused unreasonable, dangerous side effects, Defendant continued to
27 market Bextra to consumers including Mildred Antonoglou.

28 33. Defendant knew or should have known that consumers such as Mildred

1 Antonoglou would foreseeably suffer injury as a result of Defendant's failure to exercise ordinary
2 care as described above.

3 34. Defendant's negligence was a proximate cause of MILDRED ANTONOGLOU'S
4 injuries.

5 **FOURTH CAUSE OF ACTION**

6 **[Breach of Express Warranty]**

7 35. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
8 herein and further alleges as follows:

9 36. Defendant expressly warranted that the pharmaceutical drug Bextra was safe,
10 effective for its intended use and well tolerated by patients studied.

11 37. The pharmaceutical drug Bextra did not conform to these express representations
12 because Bextra is not safe and causes serious side effects, including life threatening side effects.

13 38. As a direct and proximate result of the breach of said warranties, Mildred
14 Antonoglou suffered the injuries stated herein.

15 **FIFTH CAUSE OF ACTION**

16 **[Breach of Implied Warranty]**

17 39. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
18 herein and further alleges as follows:

19 40. At all times mentioned herein, Defendant manufactured and/or supplied the
20 pharmaceutical drug Bextra, and prior to the time it was ingested by Mildred Antonoglou,
21 Defendant impliedly warranted to Mildred Antonoglou, and to his agents, that the product was of
22 merchantable quality and safe for the use for which it was intended.

23 41. Mildred Antonoglou and his agents relied on the skills and judgment of Defendant
24 in using the aforesaid product.

25 42. The product was unsafe for its intended use, and it was not of merchantable
26 quality, as warranted by Defendant in that it had very dangerous propensities when put to its
27 intended use and would cause severe injury to the user. The aforesaid product was not
28 accompanied by warnings of its dangerous propensities that were either known or reasonably

1 scientifically knowable at the time of distribution. The aforesaid product did cause Plaintiff to
2 sustain damages and injuries is as herein alleged.

3 43. After Margo King was made aware of Plaintiff Mildred Antonoglou's injuries as a
4 result of the aforesaid product, notice was duly given to Defendant of the breach of said warranty.

5 44. As a direct and proximate result of the breach of said warranties, Mildred
6 Antonoglou suffered the injuries and damages stated herein.

7 **SIXTH CAUSE OF ACTION**

8 **[Fraudulent Concealment]**

9 45. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
10 herein and further alleges as follows:

11 46. At all times mentioned herein, Defendants had the duty and obligation to disclose
12 to Plaintiff and his physicians the true facts concerning Bextra; that is, that said product was
13 dangerous, defective, and likely to cause serious consequences to users, including injuries as
14 herein occurred, and how unnecessary it was to use said product for the purposes indicated.
15 Defendant made the affirmative representations as set forth above to Mildred Antonoglou and his
16 physicians and the general public prior to the dates Mildred Antonoglou ingested Bextra, while
17 concealing the following material facts.

18 47. At all times mentioned herein, Defendant had the duty and obligation to disclose
19 to Mildred Antonoglou and his physicians the true facts concerning Bextra; that is, that said
20 product could cause injuries including but not limited to heart attacks, strokes, and death.

21 48. At all times herein mentioned, Defendant intentionally, willfully, and maliciously
22 concealed or suppressed the facts set forth above from Mildred Antonoglou and his physicians
23 with the intent to defraud as herein alleged.

24 49. At all times herein mentioned, neither Mildred Antonoglou nor his physicians
25 were aware of the facts set forth above, and, had he been aware of said facts, he would not have
26 acted as he did, that is, would not have utilized the product.

27 50. As a result of the concealment or suppression of the facts set forth above, Mildred
28 Antonoglou was injured as stated herein.

51. In doing the actions herein alleged, Defendant acted with oppression, fraud, and malice and Plaintiff is therefore entitled to punitive damages in an amount reasonably related to Plaintiff's actual damages, Defendant's wealth, and Punitive Damages sufficiently large enough to be an example to others and to deter Defendant and others from engaging in similar conduct in the future.

6 52. That at all times herein mentioned, Defendant intentionally, willfully, and
7 maliciously concealed or suppressed the facts set forth above from Mildred Antonoglou's
8 physicians and therefore from Plaintiff, with the intent to defraud Plaintiff as herein alleged.

9 53. At all times here mentioned, neither Mildred Antonoglou nor his physicians were
10 aware of the facts set forth above, and, had he been aware of said facts, Mildred Antonoglou
11 would not have ingested the drug.

12 54. As a result of the concealment or suppression of the facts set forth above, Mildred
13 Antonoglou suffered the injuries and damages stated herein.

SEVENTH CAUSE OF ACTION

[Punitive Damages]

17 55. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
18 herein and further alleges as follows:

19 56. Defendant knew of the extremely high risk of death, and catastrophic injury
20 inherent in exposing Decedent to the pharmaceutical drug Bextra.

21 57. Notwithstanding, Defendant took no action to prevent or otherwise protect
22 Decedent and by their fraudulent concealment from Decedent demonstrated a callous and
23 reckless disregard for human life, health and safety.

24 58. Defendant for profit, and no other reason, acted with such indifference to the
25 consequences of their misconduct, and with such recklessness as to be willful, malicious and
26 oppressive and in disregard of the rights of Plaintiff thereby meriting an award of punitive or
27 exemplary damages against Defendant and in favor of Plaintiff for the purpose of deterring them
28 from such future misconduct and to make a public example of their egregious, wrongful and

1 despicable fraud.

2 59. Plaintiff is not presently aware of the true net worth of Defendant and therefore
3 cannot ascertain an amount which would properly punish them by way of punitive damages, and
4 Plaintiff prays leave to amend this complaint to insert the same herein when Defendant's true net
5 worth is finally ascertained so that a jury may hear all the evidence and render a full, fair and
6 complete verdict condemning their outrageous misconduct.

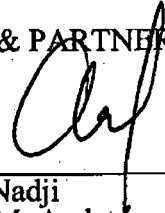
7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for relief as follows:

- 9 1. For general damages in a sum in excess of the jurisdictional minimum of this
10 Court;
11 2. Medical, incidental, hospital, and service expenses according to proof;
12 3. Medical monitoring according to proof;
13 4. Prejudgment and post judgment interest as provided by law;
14 5. Full refund of all purchase costs for Defendant's product Bextra;
15 6. Relief of the loss of consortium.
16 7. Compensatory damages in excess of the jurisdictional minimum of the Court,
17 according to proof;
18 8. Consequential damages in excess of the jurisdictional minimum of the Court,
19 according to proof;
20 9. Punitive and exemplary damages;
21 10. Attorneys' fees, expenses, and costs of this action; and
22 11. Such further relief as this Court deems necessary, just, and proper.
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1 Dated: February 20, 2008

AUDET & PARTNERS, LLP



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Attorneys for Plaintiffs

JS 44 - CAND (Rev. 11/04)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO.)

I.(a) PLAINTIFFS

MARGO KING, as Personal Representative of
MILDRED ANTONOGLOU

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

William M. Audet (117456) [See Attachment]

DEFENDANTS

PFIZER, INC.

E-filing

CRB

ADR

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
TRACT OF LAND INVOLVED.

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ Original Proceeding
☐ Removed from State Court
☐ Remanded from Appellate Court
☐ Reinstated or Reopened
☐ Transferred from Another district (specify)
☒ Multidistrict Litigation
☐ Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury <input checked="" type="checkbox"/> 365 Personal Injury Med Malpractice <input type="checkbox"/> 368 Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 RR & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt Relations <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl.Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 167 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 851 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSJ (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (US Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 990 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Amer w/ disab - Empl <input type="checkbox"/> 446 Amer w/ disab - Other <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Satellite TV	PRISONER PETITIONS <input type="checkbox"/> 610 Motion to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 630 General <input type="checkbox"/> 635 Death Penalty <input type="checkbox"/> 640 Mandamus & Other <input type="checkbox"/> 650 Civil Rights <input type="checkbox"/> 655 Prison Condition		

VI. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

[See Attachment]

VII. REQUESTED IN COMPLAINT: ☐ CHECK IF THIS IS A CLASS ACTION DEMAND \$ ☐ CHECK YES only if demanded in complaint:
UNDER F.R.C.P. 23 JURY DEMAND: ☒ YES ☐ NO

VIII. RELATED CASE(S) IF ANY PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE". MDL-1699

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2)
(PLACE AND "X" IN ONE BOX ONLY) ☒ SAN FRANCISCO/OAKLAND ☐ SAN JOSE

DATE SIGNATURE OF ATTORNEY OF RECORD

February 20, 2008

BY FAX

CIVIL COVER SHEET ATTACHMENT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
(SAN FRANCISCO DIVISION)

MARGO KING, as Personal Representative)	Court File No. _____
of)	
MILDRED ANTONOGLOU,)	COMPLAINT
)	
Plaintiff,)	<u>Jury Trial Demanded</u>
)	
v.)	
)	
PFIZER, INC.,)	
)	
Defendant.)	

I.(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

William M. Audet (SBN 117456)
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Attorneys for Plaintiff

VI. CAUSE OF ACTION

Strict Product Liability [Failure to Warn]
Strict Product Liability – [Pursuant to Restatement Second of Torts § 402A (1965)]

Negligence

Breach of Express Warranty

Breach of Implied Warranty

Fraudulent Concealment

Punitive Damages